

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages		
			OAG-CSSD Feasibility Study Child Support System			1	31	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		
				<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		6/14/2007		
		DCTO-2007-R-0067				6. Type of Market		
						<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - LSDBE <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:		
7. Issued By:				8. Address Offer to:				
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the								
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 PM EDT</u> local time <u>27-Jun-07</u>								
(Hour) (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
bid counter located at		A. Name		B. Telephone		C. E-mail Address		
		Ms. Claudia S. Womble		(Area Code) 202	(Number) 727-8416	(Ext)	Claudia.Womble@dc.gov	
11. Table of Contents								
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OFFER								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)						
AWARD (TO BE COMPLETED BY GOVERNMENT)								
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date			
William Sharp								
<div style="display: flex; justify-content: space-between; align-items: center;"> Government of the District of Columbia Office of Contracting & Procurement </div>								

SECTION B - SERVICE AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Child Support Services Division of the District of Columbia Office of the Attorney General is seeking a contractor to conduct a feasibility study to fulfill federal and local requirements to establish an automated system.

B.2 PRICE SCHEDULE

The District contemplates award of a firm fixed-price contract.

B.2.1 The term of the contract shall be for a period of 3 years from the date of award specified on the cover page of the contract.

CLIN	Deliverable	Price
0001	Task 1 – Build the Project Plan and Charter	
0001A	Project Charter	
0001B	Weekly Status Reports	
0001C	Project Schedule	
0002	Task 2 – Identify OAG/CSSD Requirements	
0002A	Weekly Status Reports	
0002B	Initial Requirements Document	
0002C	Requirements Traceability Matrix	
0003	Task 3 – Establish evaluation criteria and select the candidates	
0003A	Weekly Status Reports	
0003B	Selected Candidate Systems and Evaluation Criteria Matrix	
0003C	Candidate Selection Presentation	
0004	Task 4 – Perform Functional and Technical Analysis of Alternatives	
0004A	Weekly Status Reports	

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CLIN	Deliverable	Price
0004B	Functional Analysis of Alternatives	
0004C	Functional Analysis Presentation	
0005	Task 5 –Perform Cost/Benefit Analysis of Alternatives	
0005A	Weekly Status Reports	
0005B	Cost/Benefit Analysis	
0005C	Cost-Benefit Analysis Presentation	
0006	Task 6 – Provide Support for Federal Reviews	
0006A	Weekly Status Reports	
0006B	Feasibility Study Presentation	
0006C	OAG/CSSD Decision-making Process	
0007	Task 7 – Write the Implementation APD	
0007A	Weekly Status Reports	
0007B	Implementation APD	
0008	Task 8 – Write the RFP	
0008A	Weekly Status Reports	
0008B	Request for Proposal	

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The Child Support Services Division (CSSD) of the District of Columbia Office of the Attorney General (OAG) is federally mandated to completely automate its collection and enforcement responsibilities under the Social Security Act 46 U.S.C. 600 et seq. and corresponding local laws regarding child support services at D.C. Code 16-900 et seq., and D.C. Code 46-200 et seq. (2001 Ed.). In order to fulfill federal and local requirements, the current automated system, the District of Columbia Child Support Enforcement System (“DCCSES”) must be either significantly upgraded or replaced. The project must be conducted in the form of a Feasibility Study as defined by the U.S. Department of Health and Human Services/Administration for Children and Families (ACF) in its “Feasibility, Alternatives, and Cost/Benefit Analysis Guide” dated July 1993, and must produce an

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Advance Planning Document (APD) and Request For Proposal (RFP) as described by the ACF/Office of Child Support Enforcement (OCSE) in its “Addendum to State Systems APD Guide for Child Support Enforcement Systems” dated March 1999.

C.1.2 In August 2002 the CSSD performed a Technical Assessment of DCCSES to assess the suitability of the system technology for meeting the needs of CSSD. Alternative technologies that can be employed to better support the programmatic and automation needs of the Division were identified and analyzed, as well as options for implementing new technology. Finally, recommendations for next steps were specified. The Technical Assessment finding, at a high level, identified significant issues with the DCCSES system technology, including deficiencies in user interface, navigation, level of automation, support for CSSD business processes, and other areas. The deficiencies result in user inefficiencies and errors, inaccurate data, training issues, financial distribution issues, and cases with incorrect or conflicting information. Since then, some problems (e.g., lack of system documentation) have been solved, but many fundamental issues identified in the 2002 assessment persist today.

C.1.3 The goals of the project described in this RFP are to use ACF/OCSE’s Feasibility Study methodology to select the best solution for removing these deficiencies as well as supplying enhanced functionality (as described below), complete the Advance Planning Document for the implementation of the solution, select a vendor to implement the solution through the District’s RFP process, provide project management support to CSSD for the life of the initiative, and support the transition to new operations. The entire process must be conducted to ensure that the new solution achieves Federal certification as quickly as possible. The District will not implement any solution that has not been certified.

C.1.4 CSSD has identified the following priority functional objectives for the new solution:

C.1.4.1 Improved electronic integration with related systems

DCCSES depends on information from a number of other District systems. Today, much of the processing done to acquire and reconcile data from these sources is manual. The District is looking for an improved solution that will automate these interfaces and eliminate or greatly reduce the need for manual reconciliation.

C.1.4.1.1 DHS/IMA IV/A Program Interface: This automated interface between DCCSES and the Department of Human Services’ Automated Eligibility Determination System (ACEDS), which reports new child support case needs to OAG/CSSD, presents an operational challenge because of the unreliable quality of data incoming from ACEDS. Paternity information is unverified, there are numerous data entry errors, and there are no checks within ACEDS to reconcile new entries with existing case records to eliminate the creation of multiple records for the same parent. CSSD needs better automated data verification, cross-checking and reporting capability to assist with this ongoing problem. CSSD also wishes to extend the functionality of the interface to include reporting from ACEDS about subsequent sanctions. Note: When determining the requirements for this interface, it shall be the contractor’s responsibility to assess the status of plans to replace or upgrade ACEDS and help CSSD make a reasonable determination as to whether it is feasible to coordinate with these plans and still maintain the overall schedule. The contractor shall work through OCTO’s HSMP project team, which will manage

communication with DHS/IMA and must approve the solution. (See Section C.3 for more information about the HSMP initiative.)

C.1.4.1.2 Child and Family Services Administration IV-E Program Interface: Child and Family Services Administration (CFSA), through its FACES system, is CSSD's source for child support referrals related to family violence and foster care cases. CSSD must track these referrals in order to support reimbursement to Medicaid according to the IV-E requirement. Presently the work of referral and tracking is handled manually. Complicating the problem is the fact that Program IV-E referrals include a high percentage without SSNs. FACES is currently being redesigned to support automatic transfer of these records. CSSD wishes to take advantage of this opportunity to automate the interface and the reconciliation with its existing client record, using an algorithm that compensates for the frequent absence of the SSN. Creation of this interface will also necessitate some related database changes.

C.1.4.1.3 Department of Health Vital Records interface: DOH Vital Records maintains four types of information needed by CSSD: (1) the annual unwed birth count for the District of Columbia; (2) birth and death certificates; (3) Voluntary Paternity Acknowledgements for unwed births; (4) Court Adjudicated Paternity. The Department of Health has already automated death records and is engaged in automating birth records. An interface with the new DOH Electronic Death Records System (EDRS) will simplify the process of identifying cases that should be closed because of death. (Since DOH Vital Records charges a fee to District agencies for each death certificate it supplies, this information must be tracked for payment purposes.) An interface to the upcoming birth record database will eliminate discrepancies that CSSD finds today between the DOH Unwed Births spreadsheet and other sources of birth records. DOH is also planning to automate the Voluntary Paternity Acknowledgement Form and make it available in a web-based application. A DCCSES interface to this application will deliver paternity acknowledgements directly to the DCCSES database, eliminating the involvement of the hospitals, which today send this information to PSI (Contractor) c/o CSSD in paper form and then invoice CSSD for the service. Note: It shall be the contractor's responsibility to assess the status of these DOH projects and help CSSD make a reasonable determination as to whether it is feasible to coordinate with them and still maintain the overall schedule.

C.1.4.1.4 CSSD Paternity Acknowledgments database: This database, maintained by CSSD, is the current method for capturing Paternity Acknowledgment information received in paper form from the hospitals. These fields must be incorporated into the DCCSES database.

C.1.4.1.5 DC Department of Corrections: An interface to this system, which lists incarcerated adults and reports life sentences and paroles, will support automatic case closures or identify candidates for case suspension, improve NCP case data, and locator results.

C.1.4.1.6 Court Services and Offender Supervision Agency (CSOSA) – An interface to CSOSAS SMART system, which lists paroles, thus allowing CSOSA to consult with CSSD and assist CSSD locating non-custodial parents, establish paternity, and establish, modify, and enforce monetary and medical support obligations with respect to the individuals under CSOSA's supervision. .

C.1.4.2 Improvements to the payment process: Currently, CSSD clients receive payments by direct deposit or check. The District wishes to implement debit cards as another form of payment and phase out the use of checks to reduce reconciliation problems and the need to re-issue lost or stolen instruments. Note that all payments must, beginning October 1, 2005, conform to new DC legislation that exempts a certain amount of each child support payment to a TANF recipient from the usual State reimbursement

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deduction (“pass-through amount”). The system must allow this pass-through amount to be variable.

C.1.4.3 Enhance the existing Wage Withholding module to support payroll deductions for Medical Support Enforcement process: Payroll deductions for medical support from parents who have not proved they have medical insurance may be specified on the child support court order or may come on a separate medical support court order. CSSD assumes that DCCSES’ s current wage withholding capability can be modified to support this requirement, but desires a recommendation from the contractor as to whether this is the best way to implement.

C.1.4.4. Improvements in displaying account history: Presently, payment history is accessible to clients through an automated telephone link to DCCSES. CSSD wishes to retain this capability but also make payment history and account summaries available to clients online in a way that maintains strict privacy and confidentiality. CSSD also wishes to develop an account summary view that makes it easier for CSSD staff to review account information.

C.1.4.5 Create a more accurate financial management process that significantly reduces the need to have complex manual reconciliation and payment resolution processes. Currently, the Checkbook Module enables the user to perform bank account maintenance, clear deposits and disbursements, reconcile bank statements, void checks and maintain check registers. It provides the ability to automatically account for the deposit of money into the Disbursement checking account and control the checks written on this bank account.

To process and reconcile the checking accounts a series of online programs are provided that allow the clearing of deposits and checks. Daily processing of paid check files received from the bank has been automated. A daily file of checks voided is sent to the bank.

For the final balancing process a Bank Reconciliation Entry program (CHK200) exists which allows the user to enter the bank statement balance into the system. It then prints a hard copy of the reconciliation for the desired month. This hard copy is used to record any exceptions and aid in the corrections necessary to finally complete the balancing for the month. The following reports are generated by the Checkbook Module:

- The Check Register Report (CHK210) lists all checks for a range of dates requested by the user. There are totals printed after each day and a grand total at the end of the report.
- The Deposit Register Report (CHK220) lists all deposits for a requested range of dates. The report prints totals after each month and grand totals are printed at the end of the report.
- The Outstanding Check Report (CHK240) lists all outstanding checks on the system with totals by month, totals accumulated and subtotaled after each month for aging totals and final totals of all checks outstanding is printed at the end of the report.
- CK2000 can be run to compare outstanding checks on a file sent by the bank to the outstanding checks on DCCSES and to report discrepancies between what is on the monthly reconciliation file set by the bank to what is on DCCSES.

C.1.4.6 Provide more accurate and accessible performance data: CSSD is responsible for submitting monthly performance data to the Office of the Mayor (the “Mayor’ s Scorecard”) about the volume, efficiency, and accuracy of its service delivery. The FY05 performance measures include:

- Increase in Support Orders Established

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- Increase in Arrears
- Notice of Hearing Service
- Increase in Child Support Collections
- Paternity Established
- Support Receipts Processed in the Same Day

The current process for collecting and scrubbing this data is cumbersome and the results can be difficult to reconcile. CSSD desires the contractor to analyze the data sources behind each measure, map them to their locations in the current system, identify gaps and redundancies, and specify how and to what extent a new database design and/or enhanced data capture can promote the automatic generation of these measures. (Automated submission is not required.) The contractor shall also identify any implications for the data conversion task. CSSD also wishes to develop automated creation and submission of its monthly and yearly reports to OCSE.

C.1.4.7 Automation, digitization and integration of forms, notices and documents: Currently CSSD scans documents into customer case files maintained on a separate server and has no ability to integrate documents into the DCCSES case record. Documents must be linkable to the DCCSES case record, with access protected according to the rules applied to the case record. In addition, several forms including but not limited to Notice of Hearing to Appear, the Intake application form, the consent forms and affidavits, and those related to the Interstate process must be automated within DCCSES to eliminate delayed and redundant data entry.

C.1.4.8 Provide a graphical user interface.

C.1.4.9 Support specific process improvements

OAG/CSSD has recently completed a review of its core business processes. This review resulted in policy and procedure changes that are captured in a series of PowerPoint Slides addressing the Life of a Case (by business unit) and Word documents covering the overview of Task Lists, Case Ownership, and Diaries. These documents are in the process of being finalized and will be made available to the contractor upon award.

C.1.5 The contractor shall conform to the approach and methods outlined by the Administration for Children and Families/Office of Child Support Enforcement and contained in “Automated Systems for Child Support Enforcement: A Guide for States,” updated August 2000, which contains the minimum functional requirements needed to achieve certification. The contractor shall also follow the guidance for Cost/Benefit Analysis of State Systems contained in the following ACF/OCSE publications:

- Feasibility, Alternatives and Cost/Benefit Analysis Guide, July 1993. This guide provides a framework and standard analytical approach.
- Companion Guide – Cost/Benefit Analysis Illustrated, August 1994. This guide provides an example of a generic ACF cost-benefit analysis.
- Companion Guide 3 – Cost/Benefit Analysis Illustrated for Child Support Enforcement Systems – September 2000 – Revised June 2004. This guide provides examples of a cost-benefit analysis specifically for a CSE system, illustrating how to develop the analysis using two distinct benefit models. Available with this guide is a spreadsheet application that implements the models.

- These tools and other information about the certification process are available at ACF/OCSE's website: <http://www.acf.dhhs.gov/programs/cse/stsys/cse.htm>. Expert application of the ACF/OCSE guidelines and tools is critical because Federal reviewers are most interested in selection based on quantified costs and benefits and depend upon adherence to the recommended method as the best means of reaching a valid estimate. No modifications to the method, worksheets, cost-benefit categories, profile formats or other ACF/OCSE instruments and guidelines shall be made without advance written approval by OAG/CSSD. The District expects the contractor to apply the ACF/OCSE guidelines consistently, completely, and correctly. As part of this responsibility, the District expects the contractor to point out any potential discrepancies between the guidelines and the project's actual activities throughout the life of the project. All potential discrepancies are to be tracked as Risks and all actual discrepancies are to be identified as Issues and assigned a high priority for resolution.

C.1.6 In keeping with the ACF/OCSE guidelines, the contractor shall include an analysis of the status quo (current) system that includes costs of its current and projected operations. This will serve as the baseline against which other alternatives are compared. The systems life will be assumed to be from 2007 to 2020, or thirteen (13) years from the expected date of implementation. The contractor shall work with CSSD to determine the operational costs of the current system for the status quo alternative. Costs for the current system are expressed in terms of total system operational costs, including CSSD costs projected over the systems life in accordance with the approved State plan and previously approved APDs. CSSD and the contractor shall measure current costs and project the anticipated costs over a period of time matching the systems life of the project. Annual costs will be identified, totaled and discounted for present value to create a Status Quo Cost Profile.

When analyzing benefits, the contractor shall identify any operational improvements that can be achieved with partial implementation of the solution. For example, automation of the IV-E Program interface described in section C.1.4.1.2 could result in a quantifiable benefit that is not dependent on implementation of other improvements. The District wishes to understand as clearly as possible how the total benefit for each alternative breaks down into its component valuations, and where dependencies do and do not exist among the components.

C.1.7 In all tasks related to Advance Planning Documents, the contractor shall conform to the Advance Planning Document requirements and format set forth in ACF/OCSE's "State Systems APD Guide," using the most recent version available at the time the tasks are performed. (At this writing, the current version consists of the September 1996 document and an addendum of March 1999.) These documents and other information about the APD process and format are available on the ACF/OCSE website at <http://www.acf.dhhs.gov/programs/cse/stsys/tab6.htm>. The contractor shall also assist CSSD in deciding whether to close out the current APD.

C.2 DEFINITIONS

ACEDS Automated Client Eligibility Determination System

The District's system for program eligibility for TANF and other Federal and state programs

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CSE	Child Support Enforcement	
CSENet	Child Support Enforcement Network	A telecommunication system that transmits interstate child support information between state CSE systems.
CSOSA	Court Services Offender Supervision Agency	Responsible for probation, parole, and pretrial services for the District of Columbia
CSSD	Child Support Services Division	
DBMS	Database Management System	
DCCSES	District of Columbia Child Support Enforcement System	
DMDC	Defense Manpower Data Center	
DOH	Department of Health	
EFT	Electronic Funds Transfer	
FCR	Federal Case Registry	
FIDM	Financial Institution Data Match	
FOP	Federal Offset Program	Defines the requirements for the State/OCSE transaction interface. Elements of the FOP include the Federal Income Tax Refund Offset Program, the Administrative Offset Program, the Passport Denial Program, and the MSFIDM.
HSMP	Human Services Modernization Program	
ICR	Interstate Case Reconciliation	
IRS	Internal Revenue Services	
ISP	Internet Service Provider	
IV-D	Title IV-D of the US Social Security Act	
IV-E	Title IV-E of the US Social Security Act	
LAN/WAN	Local Area Network/Wide Area Network	
MSFIDM	Multi-State Financial Institution Data Match	

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NMSN National Medical Support Notice

A two-part notice sent to employers from a child support agency to ensure that children receive health care coverage when available and required as part of a child support order.

OAG Office of the Attorney General

OCSE Office of Child Support Enforcement

In the DHHS/Administration for Children and Families

OCTO Office of the Chief Technology Officer

PRWORA Personal Responsibility and Work Orientation Reconciliation Act of 1996

SDU State Distribution Unit

SSA Social Security Administration Court Ordered Garnishment System

COGS

SSN Social Security Number

TANF Temporary Assistance to Needy Families

USPS US Postal Service

VPN Virtual Private Network

C.3 BACKGROUND

C.3.1 The Child Support and Paternity Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out of wedlock, and obtain and enforce child and medical support orders. In the District of Columbia, the program is supervised and administered by the Office of the Attorney General (OAG), Child Support Services Division (CSSD). The CSSD serves as the IV-D agency responsible for the overall administration of the program. With the exception of scheduling cases for court and providing notice of all hearings, the CSSD directly performs all child support services.

The CSSD began its conversion to a central computer system in 1998. The system is known as the District of Columbia Child Support Enforcement System (DCCSES). The federal Office of Child Support (OCSE) certified the system (under the requirements of FS-88) in April 2000. The system received PRWORA certification in April 2003.

C.3.2 Current IT Environment

The DCCSES system maintains case records and accounts information on more than 77,651 active cases and account records on approximately 35,278 child support orders. It allows the District to conduct automated matches with numerous data sources and automatically generates income withholding notices, drivers' license suspension notices, and numerous other notices to custodial parents, non-custodial parents and employers without the need for caseworker intervention. In addition, DCCSES accommodates centralized payment processing and performs crediting and distribution of payments that meet Federal

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standards. DCCSES electronically interfaces with the Department of Employment Services for Unemployment Insurance and wage information, and the Division of Taxation for interception of Lottery Winnings and District Tax Offset. DCCSES also interfaces with several Federal databases including IRS, National Directory of New Hires, Federal Case Registry, CSENet, and with District employers for EFT, State Directory of New Hires, payment processing and Financial Institution Data Match. The DCCSES system was transferred from a 1990 copy of the State of Connecticut's statewide child support system, CCSSD.

The system's database management system is UniVerse 9.6. The UniVerse database provides the environment for all CSE software data files and has tools for maintaining those data files. Until April 2001, UniVerse was marketed and supported by Informix. IBM has since purchased the rights to UniVerse and now maintains the product and its related database utilities. UniVerse is an extended-relational DBMS that supports direct record I/O as well as standard SQL and offers ActiveX, ODBC, OLEDB, JDBC, and Java interfaces. The operating system on the DC system is Solaris 10. Previously, the operating system was DEC OSF/1. With Compaq's acquisition of DEC, and Hewlett Packard's subsequent acquisition of Compaq, the previous operating system is now referred to as Hewlett Packard's Tru64 UNIX. The system server is a Sun Fire V240. The DCCSES support contractor operates and maintains the Sun Server at 441 4th Street NW, Suite 1C, Washington DC. Appropriate network lines provide support for the approximately two hundred users and technicians supporting DCCSES. The machine has four (4) gigabytes of memory, two 146 gigabyte disks, and two 73 gigabyte disks. There are currently two system servers with the same configuration. There is one for production and one for testing and training.

As previously mentioned, the DCCSES server facility is currently located at 441 4th Street NW, Suite 1C, Washington DC. *Attachment IV* of this RFP contains an architecture diagram showing the equipment and the different communication paths into the DCCSES Unix server.

C.3.3 Current organization structure

The current organizational structure consists of approximately 216 staff. The organization is divided into three functional operational sections under the direction of the immediate Office of the Director. These three sections are; Systems & Automation, Fiscal Operations, and Program Operations. *Attachment V* of this RFP contains a detail diagram showing the organizational structure of CSSD.

C.3.4 Human Services Modernization Program

OCTO's Human Services Modernization Program (HSMP) was established to improve the management and delivery of human services to District residents. Through a number of related projects, HSMP is building an enterprise-wide business and technical infrastructure to enable the sharing of client data across District health and social services agencies. HSMP has three objectives that are directly relevant to the subject of this RFP:

- HSMP is working to facilitate citizens' access to the services they need by establishing a single point of entry into the District's human services "system". Under this family-centric service model, District residents will be able to go to any Agency within the "system" to find out what services they are eligible to receive and apply for those services, regardless of where the services will actually be

delivered. Through products developed under HSMP, District residents will be able to provide the information needed to identify the full scope of their family's needs and be directed, electronically, to the Agency or set of Agencies that can best meet those needs. The SPE application, essentially a rules engine for establishing preliminary eligibility for a growing number of programs, is already in production.

- On the Agency side, HSMP is working to improve service planning and funding by providing a common view of clients and services to case workers across Agencies and programs. The SPIS application supports this objective by maintaining a de-duplicated database of programs and program recipients and controlling access to the information according to program rules.
- HSMP is working to upgrade or replace Agency human services information systems to assure "state-of-the-art" levels of case management support and reporting capability. In FY06, HSMP is assisting the Department of Health's Addiction Prevention and Recovery Administration (APRA) with the automation of its case management processes. Several other projects are planned for other Agencies in FY07.

HSMP is working with OAG/CSSD to determine when and how it can begin to participate in the HSMP program. The DCCSES system solution must conform to the technical specifications of HSMP (*see Attachment VI*) and the contractor shall coordinate with the HSMP team to ensure that HSMP-related requirements are identified and incorporated into the system design. For instance, the DHS/IMA interface discussed in section C.1.4.1.1 shall be engineered to conform to the overall HSMP architecture and data-sharing strategy.

C.4 REQUIREMENTS

C.4.1 In performing the work, the contractor shall conform to guidelines published by the U.S.

Department of Health and Human Services, Administration for Children and Families (ACF) regarding system certification, system requirements and Cost Benefit Analysis, IRS security guidelines, and any subsequent updates issued prior to termination of the contract resulting from this Request for Proposal. Final acceptance of deliverables shall be contingent upon Federal review and approval.

C.4.2 Phase 1: Feasibility Study, Solution Selection, Planning and Acquisition

C.4.2.1 Task 1: Build the project plan and charter -The purpose of this task is to establish the management framework and processes, which must conform to OCTO PMO guidelines. The contractor shall establish a project plan and charter that includes the following elements:

Statement of Organizational, Functional and Technical Scope

Work Breakdown Structure (WBS)

Detailed schedule with assigned resources, milestones, and associated costs

Risk Management Plan

Communications Plan

At a minimum, the plan must:

C.4.2.1.1 Identify key executive decision points and expected outcomes

C.4.2.1.2 Describe customer and client team involvement in the process

C.4.2.1.3 Provide the staffing profile (number, skill, and qualifications) anticipated for the life of

the process

C.4.2.1.4 Provide a detailed WBS showing dependencies, milestones, and resource assignments

C.4.2.1.5 Describe the communications plan and expectations for status reporting for the project

C.4.2.1.6 Describe the process for monitoring and controlling scope

C.4.2.1.7 Describe a process for identifying and tracking risks and issues

C.4.2.1.8 Identify the known risks and define the mitigation strategies

The contractor shall hold regular status meetings at the direction of OAG/CSSD and OCTO to report progress against schedule and shall submit a Weekly Status Report in a format mutually agreed by OCTO and OAG/CSSD to highlight accomplishments and issues. The contractor shall also provide any assistance needed to accomplish detailed status reporting as required by the OCTO Program Executive Office.

C.4.2.2. Task 2: Identify OAG/CSSD requirements not covered by the Federal regulations

Using the current Federal regulations contained in the Family Support Act (FSA) Certification Guide of 1993 as the baseline, the contractor shall work with OAG/CSSD managers and staff to review the business objectives of OAG/CSSD to determine OAG/CSSD requirements over and above those of the certification baseline. The contractor shall explain any unique requirements identified to CSSD management and advise CSSD as to any potential implications for CSSD's compliance with the Federal mandate. The contractor shall also ensure that any District government requirements (e.g., technical requirements, records retention regulations) are covered. The contractor shall brief CSSD management and staff on the overall result and will document the requirements in a format mutually agreed by OCTO and OAG/CSSD. At a minimum, the document shall include:

- Description of the current business environment
- Description of current business problems to be addressed
- CSSD strategic objectives directly and indirectly related to the systems initiative
- Constraints and assumptions [e.g., system life, development timeframe, future workloads, and projected costs and resources for the effort]
- Current business problems and CSSD strategic objectives *not* addressed in the FSA Certification Guide baseline (the gap)
- Implied system requirements to close the gap, including –
 - Information needs
 - Software functional requirements [including reports]
 - Technical requirements
 - Interface requirements
 - Security and privacy requirements

The contractor shall meet with CSSD's DCCSES project management personnel to determine the new system needs, objectives and anticipated benefits. The requirements in the Certification Guide represent the baseline needed for certification and therefore must be met by the new system. The contractor shall establish a Requirements Traceability Matrix that distinguishes between baseline requirements and additional DC requirements and will use the matrix as a tool to support the analysis of alternatives.

C.4.2.3 Task 3: Establish the evaluation criteria and select the candidates for alternatives

analysis - CSSD has already selected several potential candidates for the alternatives analysis using the following criteria:

- *Federally certified*
- *Meets Year 2000 standards*
- *Maintains improvements already made by CSSD*
- *Integrates bar-coding and digital imaging*
- *Federal performance ranking in the top one-third*
- *Demographic similarity to the District of Columbia*
- *Effectiveness, flexibility, and maintainability of the technical platform*
- *Similarity or adaptability to CSSD's anticipated business model, process improvements and operating assumptions*
- *Support for key child support performance measures.*

The contractor shall review these criteria and work with CSSD to agree on their revision as needed. The evaluation criteria shall include the factors to be used and the weighting of the factors. Once the evaluation criteria are agreed, the contractor shall apply them to CSSD's list of potential candidates and work with CSSD to agree on a list of no less than three and no more than four for the alternatives analysis, including enhancement of the current system. The agreed evaluation criteria will then be used as the framework for the alternatives analysis.

C.4.2.4 Task 4: Perform Functional and Technical Analysis of Alternatives - For each selected alternative, the contractor shall gather information to support CSSD's selection process through a combination of site visits, document reviews and other research as needed, software reviews, and interviews (in person and by phone). In performing this task, the contractor shall consider not only the technology features in and of themselves, but the ease, appropriateness, and efficiency with which the system supports the business model and the organization's ability to measure performance.

For each alternative, the contractor shall identify and describe:

- Any differences between CSSD's requirements as documented in the Task 2 deliverable above, and the capabilities of the alternative system;
- The impact on CSSD's key results measures if the alternative were chosen and implemented;
- The infrastructure improvements plan that CSSD would have to undertake to implement the alternative;
- Best practices of the State or city using the alternative, and whether/how the alternative supports those practices;
- Lessons learned by the State or city during the implementation as well as operation of the alternative;
- Evaluation of the functional and application architecture, database architecture, network architecture, and potential hardware and software contractors;
- The risks and impacts of the alternative, including but not necessarily limited to program, equipment, software, information (accessibility, conversion, formatting, storage), organization, operations (user procedures, relationships, data capture and data entry, information retention and retrieval, security and privacy, reporting media and schedules, system failure and recovery, day to

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day maintenance, security and backup), development (current computing, staffing, space, system security, contract support resources, and CSSD staff), space and facilities, and special factors that may affect any associated costs (e.g., limited availability of suitable contractors.)

The contractor shall provide the result to OAG/CSSD and OCTO in the form of a written report that includes an Evaluation Criteria Matrix and shall provide one or more comprehensive briefings to summarize the results. The report format shall be mutually agreed between OCTO and OAG/CSSD. The contractor shall assist CSSD in the process of determining whether, at this point, it deems any of the alternatives to be infeasible for any reason and consequently not a candidate for cost benefit analysis.

C.4.2.5. Task 5: Perform Cost/benefit Analysis of Alternatives – Using the methodology and format specified in the ACF Guide and discussed in Scope section of this RFP, the contractor shall develop a cost/benefit analysis of each alternative under consideration, including a cost/benefit analysis of the status quo system that includes costs of its current and projected operations. This shall serve as the baseline for determining which alternative to select and for measuring costs and benefits of the implemented operational system over time. The systems life shall be assumed to be from 2007 to 2020, or thirteen years from the expected date of implementation. The Cost/Benefit Analysis shall be expressed in three parts: a Life Cost profile for each system; a Life Benefit Profile for each system, and a Cost/Benefit Profile for each system. Each Profile shall conform to the format provided in the most recent version of the ACF Guide available at the time of performance. The Cost Benefit Profiles for each alternative shall be combined to form a Cost Benefit report that shall contain, for each alternative and the status quo, the Net Benefit or Net Cost, the Benefit/Cost ratio, and the breakeven or payback date. The contractor shall use the formats provided in the most current version of the ACF guide to represent these results and comparisons. Benefits should relate directly to the strategic, business, functional, and technical objectives defined in the Initial Requirements Document and should be linked when appropriate to OAG/CSSD's Key Performance Measures. For each benefit, a clear method for determining realization shall be specified. The contractor shall present the results to CSSD in the form of a written report as well as an executive briefing that supports CSSD's decision process. The contractor shall respond to any requests for written clarification of the report contents within five (5) business days from receipt of the request.

C.4.2.6 Task 6: Provide Support for Federal Reviews - The contractor shall support CSSD presentations to Federal reviewers on the process, methodologies, activities and construction of the study in its entirety. To support this task, the contractor shall also document CSSD's decision process, including all stakeholders involved, roles and responsibilities, procedures, key events, and timelines... Such presentations normally require two (2) days to provide detailed briefings to Federal staff and to present contractor team members for interviews. This Federal review is an Independent Verification and Validation (IV&V) Review of the study. Successful resolution and acceptance by Federal IV&V is necessary for Federal approval of subsequent phases of the project. The contractor shall also provide any written response requested by Federal staff on any issues or questions raised in response to the submittal of the Implementation APD or RFP (see below).

C.4.2.7 Task 7: Write the Implementation Advance Planning Document (APD) - Once CSSD

has decided which alternative to implement, the contractor shall develop an Advance Planning Document (APD) for the reengineering or replacement of the District of Columbia's Child Support Enforcement System. The APD shall conform to Federal requirements described in 45 CFR 95.605, the State Systems APD Guide published September 1996 and the Addendum to State Systems APD Guide for Child Support Enforcement Systems (March 1999) and any subsequent updates. Acceptance of this deliverable shall be contingent upon review and approval by appropriate CSSD and Federal staff. The Implementation APD is a written plan of action used by a State to request Federal Financial Participation (FFP) in the costs of designing, developing and implementing the system. The Implementation APD is a comprehensive and thorough document that sets forth specific detailed information and summarizes or provides key documents prepared during the Planning Phase. The detail in the Implementation APD should be commensurate with the complexity and scope of the reengineering effort.

The District expects the contractor to follow the APD format and direction included in the State Systems APD Guide published September 1996 and the Addendum to State Systems APD Guide for Child Support Enforcement Systems (March 1999) and any subsequent updates. The following discussion of the content currently included is intended for general informational purposes and shall not be assumed to supersede any ACF guidelines that may be in place at the time the APD is written.

C.4.2.7.1 Executive Summary - The purpose of the Executive Summary is to present clearly and succinctly how the Feasibility Study was conducted, what alternatives were considered and why, how they were evaluated and what were the results, how the costs and benefits were arrived at, and why the selected alternative was deemed the best one for the District. The summary shall cover the results of the requirements analysis, feasibility study and alternatives analysis. The contractor shall describe the DCCSES functional and technical needs/requirements, including all system interface requirements. The contractor shall identify each of the alternatives analyzed for the reengineering of DCCSES and the considerations and conclusions reached regarding each one. The contractor shall also identify which alternatives were selected for evaluation of costs and benefits and provide the rationale for selection of the chosen alternative. The contractor shall summarize which State systems were assessed for possible transfer to the District of Columbia and the results of the assessment. In addition, the contractor shall summarize the results of the cost-benefit analysis. This shall set forth succinctly the program performance improvements, projected costs and anticipated benefits that the reengineering effort is expected to deliver. It shall also address the basis, assumptions, calculations and measurement plan related to performance, cost and benefits. The summary shall include a comparison of alternatives, cost-benefit profile of the chosen alternative and systems life benefits spreadsheet for the chosen alternative. In addition, the contractor shall enclose a copy of the cost-benefit analysis developed during the reengineering planning phase.

C.4.2.7.2 Project Management Plan - The contractor shall develop a Project Management Plan (PMP) that summarizes the reengineering project activities, deliverables and products; organization; District and Contractor resource needs; and anticipated system life. The Plan shall include the following sections:

- Section 1 – Nature, Scope, Methods, Activities, Schedule and Deliverables
- Section 2 – Project Organization and Personnel Resources
- Section 3 – District and Contractor Resource Needs
- Section 4 – System Life

Section 1 Nature, Scope, Methods, Activities, Schedule and Deliverables

Section 1 of the PMP shall describe in narrative and graphics how and when the reengineering project activities will be conducted and shall set forth the resulting project documentation and implementation deliverables for which the implementation Contractor shall be responsible. To support timely review by ACF, this section shall provide a workflow (Gantt) chart addressing all project activities and timeframes, and showing all documentation and implementation deliverables. It shall include the relationships between activities to support dependency and critical path analysis. It shall also indicate milestones, including those within modules or tasks.

The contractor shall also provide in Section 1 a narrative description of each module, milestone, and significant task, and shall indicate which milestones are considered critical. A critical milestone is one that, if not met, would seriously jeopardize the State's ability to meet program timeframes. In identifying the critical milestones, the narrative will also discuss the impact that missing the milestone would have on the project status, including possible budget implications. A sample Project Schedule is provided in Exhibit 1 on page 16 of the Addendum to State Systems APD Guide (March 1999).

In Section 1, the Contractor shall also describe how and when Contractor services to support the reengineering project Implementation Phase activities shall be acquired. Specifically, the Contractor shall meet with the DCCSES project management team to establish the District's overall strategy – the number of Contractors, the products and services they will provide (such as hardware, software, quality assurance, and IV&V), and their relationships to each other and to the District of Columbia.

Section 2 Project Organization and Personnel Resources

In Section 2, the Contractor shall describe the District's DCCSES reengineering project organization in terms of staff, responsibility and relationships. The Contractor shall construct an organization chart identifying:

- The DCCSES reengineering project manager and other key staff by name and title;
- The relationship of the DCCSES reengineering project team to the project steering committee (if applicable); and
- The interrelationships with user groups and Contractors.
-

Section 3 District and Contractor Resource Needs

The contractor shall succinctly describe in narrative form the resource requirements for which the District of Columbia is requesting Federal funding. These needs may relate to the CSSD and Contractor staff costs, computer time, hardware and commercially available software, depreciation, travel, space, supplies, telephones, photocopying, office equipment, furniture, and so forth. This information shall serve as a narrative explanation of the DCCSES reengineering project budget which will be laid out in *another section* of the Implementation APD.

Section 4 – System Life

In Section 4, the Contractor shall describe the anticipated system life for the required resources, inclusive of the Planning, Implementation and Operational Phases.

C.4.2.7.3 Proposed Budget

Federal regulations require that funding be approved by specific module, significant task, or deliverable, and that these approvals be tied to the completion of critical milestones. In order to receive Federal funding, the APD submission shall include a detailed estimated project budget, showing project costs by quarter and FFP rate, and detailing those costs according to module or significant task. The Contractor shall meet with DCCSES project management to acquire the necessary data to develop the budget and shall create the budget providing detailed breakouts by category and following the sample budget format shown in Exhibit 2 on page 17 of the Addendum to State Systems APD Guide (March 1999) or most recent update. All costs for the reengineering Implementation Phase activities shall be covered, including (but not limited to) process redesign, system software and data conversion, software development, computer capacity planning, implementation Contractor costs, IV&V Contractor costs, supplies, training, maintenance, and operations. Miscellaneous expenses should also be identified and included. The budget shall detail the estimated expenditures by category, with cost projections summarized annually and totaled for the project. Budget data may be broken down by task (or phase) and category, if deemed necessary. The narrative of the Implementation APD shall provide the summary information by year and project total for implementation costs. Detailed breakouts by category shall be included in the Implementation APD.

C.4.2.8 Task 8: Write the Request for Proposal - The contractor shall develop a Request for Proposal (RFP) to procure the needed products and services for implementation of the new DCCSES. The CSSD will determine the scope of the RFP once the alternative analysis is completed. The RFP shall be developed in accordance with the ACF/OCSE requirements and District of Columbia contracting and procurement requirements. CSSD and Contractor staff shall jointly define assumptions about and constraints on the program and its future development to determine the best direction for the RFP. The contractor shall submit the draft RFP to CSSD, which will submit it to the District of Columbia Office of Contracts and Procurement (OCP). The contractor shall assist CSSD in responding to any questions from the procurement officer and will revise the draft as needed until OCP's requirements are satisfied.

C.4.3 Year Two and Three Responsibilities

C.4.3.1 Upon the award of the contract resulting from this RFP, the Contractor shall be responsible for the following during the implementation phase:

C.4.3.1.1 Task 1: Assist the CSSD Project Manager – The contractor shall assist the CSSD Project Manager in organizing and directing activities for the design, development and implementation of the new system. At a minimum, this task shall include leading and facilitating the requirements analysis and documentation process, providing technical assistance to supervisors as needed to support requirements definition, maintaining comprehensive documentation of the requirements definition process, supervising the preparation of detailed conversion and post-conversion evaluations, tracking milestones and deliverable dates, and maintaining accruals.

C.4.3.1.2 Task 2: Prepare the annual APD update – The contractor shall assist the CSSD Project Manager in defining the content of each annual APD update that is due in the contract period, produce an initial draft of the document, and revise at the CSSD Project Manager's request until the document is ready to be submitted.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE:

The inspection and acceptance requirements for the resultant contract shall be governed by clause number Six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: PERIOD OF PERFORMANCE**F.1 TERM OF CONTRACT**

F.1.1 The term of the contract shall be for a period of 3 years from date of award specified on the cover page of the contract. The preliminary schedule for completion of key project milestones is shown in the table below:

Milestone	Estimated Completion Date	Deliver To
Conduct project kick-off meeting	Award + 5 days	COTR
Establish Project Plan and Charter	Award + 10 days	COTR
Complete the Feasibility Analysis of Alternatives	Award + 40 days	COTR
Complete the Cost/Benefit Analysis of Alternatives	Award + 50 days	COTR
Complete the Advance Planning Document	Award + 80 days	COTR
Complete the Request for Proposal	Award + 90 days	COTR

F.2 DELIVERABLES The following deliverables have been broken down by the tasks listed in Section C.4. The contractor shall provide all deliverables in hard copy (paper) and an electronic version of all deliverables. Electronic versions shall be developed using Microsoft Office products unless otherwise authorized by the Contracting Officer's Technical Representative (COTR).

CLIN	Deliverable	Description
0001	Task 1 – Build the Project Plan and Charter	
0001A	Project Charter	Outlines a detailed overview of the tasks and activities that are a part of this process, including dates and ownership. Will cover all tasks mentioned in Description of Required Tasks section above.
0001B	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.

CLIN	Deliverable	Description
0001C	Project Schedule	Shows detailed tasks, milestones, start and end dates, dependencies, and resource assignments
0002	Task 2 – Identify OAG/CSSD Requirements	
0002A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0002B	Initial Requirements Document	Succinctly defines the desired system requirements in the context of OAG/CSSD business objectives and practices.
0002C	Requirements Traceability Matrix	A matrix showing each requirement, whether it arises from the baseline or from DC-specific needs, and whether it is covered by each alternative to be analyzed.
0003	Task 3 – Establish evaluation criteria and select the candidates	
0003A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0003B	Selected Candidate Systems and Evaluation Criteria Matrix	Describes the candidate systems selected for analysis, explains the rationale for selection, and defines the evaluation criteria that will be used in the selection process.
0003C	Candidate Selection Presentation	A formal presentation explaining the process, criteria, and results for selecting the alternatives for evaluation.
0004	Task 4 – Perform Functional and Technical Analysis of Alternatives	
0004A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0004B	Functional Analysis of Alternatives	A written report that explains the analysis approach, lays out the results for each candidate, and presents the summary in the form of an Evaluation Criteria Matrix.
0004C	Functional Analysis Presentation	A formal presentation explaining the results of the analysis of functional suitability and presented as needed to support the decision process.
0005	Task 5 –Perform Cost/Benefit Analysis of Alternatives	
0005A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0005B	Cost/Benefit Analysis	A written report that explains the analysis approach, lays out the results for each candidate, and presents the summary in the form of an Evaluation Criteria Matrix.
0005C	Cost-Benefit Analysis Presentation	A formal presentation explaining the results of the analysis of cost/benefit and presented as needed to support the decision process.
0006	Task 6 – Provide Support for Federal Reviews	
0006A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.

CLIN	Deliverable	Description
0006B	Feasibility Study Presentation	A formal presentation that explains the methodology and activities of the Feasibility Study, summarizes the results, and explains the decision-making process that led to the selection of the successful candidate.
0006C	OAG/CSSD Decision-making Process	A written report that documents OAG/CSSD' s decision process, including stakeholders, roles and responsibilities, procedures, key events, and timelines.
0007	Task 7 – Write the Implementation APD	
0007A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0007B	Implementation APD	A detailed planning document for development, implementation, and maintenance of the new system that follows the guidelines of the State Systems APD Guide.
0008	Task 8 – Write the RFP	
0008A	Weekly Status Reports	Brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered.
0008B	Request for Proposal	A formal request for proposals to select a vendor to provide and implement the selected solution according to the assumptions and objectives of the Implementation APD. The RFP will be written in accordance with the ACF/OCSE requirements and District of Columbia contracting and procurement requirements and will follow the standard District of Columbia format.

SECTION G: CONTRACT ADMINISTRATION DATA:

G.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 441 – 4th Street, NW, Suite 960 North
Washington, DC 20001
Telephone: 202-727-6508

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal Tax ID, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

G.2.2.3 Description, price, quantity, and the date(s) that the supplies/services were actually delivered and/or performed.

G.2.2.4 Other supporting documentation or information, as required by the contracting officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice, and;

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT:

The method of payment shall be based upon a firm fixed rate per month set forth in the contractor's pricing schedule. Installments shall be based on the Contractor's milestone schedule proposed each month with ten percent (10%) withholdings.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____ (name and address of assignee).

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 CONTRACTING OFFICER (CO):

G.6.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. William Sharp, Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 930 South
Washington, DC 20001

G.6.2 Refer all inquiries regarding this RFP to:

Ms. Claudia S. Womble
Contract Specialist
441 4th Street, N.W., Suite 930 South

Washington, D.C. 20001

Telephone Number: (202) 727 – 8416

Claudia.Womble@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

- G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
- G.7.4 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract will be assigned upon award of this contract.
- G.7.5 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.7.6 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through

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any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 *et seq.*

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

H.6 CONTRACTOR RESPONSIBILITIES

- H.6.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.
- H.6.2** During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.
- H.6.3** The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.
- H.6.4** All invoices shall be submitted for certification to the COTR.

1. H.7 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act, as used in this section), the District shall apply preferences in evaluating bids from businesses that are local, disadvantage, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and

- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any Prime Contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any Prime Contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any Prime Contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100 point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any Prime Contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100 point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified Prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4 = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a sub-contracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

3. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

4. Penalties and Misrepresentations

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and the other District laws, including debarment.

5. Local, Small, and Disadvantaged business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the

prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

- b. By submitting a signed bid or proposal, the Prime Contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

- I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in

equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

I.5.7.1 the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under

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contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

I.6.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

SECTION J: LIST OF ATTACHMENTS

- J.01** Standard Contract Provisions
- J.02** E.E.O. Information and Mayor' s Order 85-85
- J.03** Tax Certification Affidavit
- J.04** DCCSES Unix Server Architecture Design
- J.05** CSSD Organizational Structure
- J.06** HSMP Technical Specifications

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- _____ a corporation incorporated under the laws of the State of: _____
- _____ an individual,
- _____ a partnership,
- _____ a nonprofit organization, or

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_____ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

_____ an individual,

_____ a joint venture, or

_____ a corporation registered for business in _____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-offerors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ **EXCLUDED END PRODUCTS**

_____ **COUNTRY OF ORIGIN**

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will

not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.03.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award one or more contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "**Technical Proposal**" and "**Price Proposal**". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, e-mail, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCTO-2007-R-0067.**"

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **June 27, 2007, 2:00 PM EST**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **seven (7)** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements

in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL PRICE

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 If a Contractor has any additional questions relative to this solicitation, the Contractor shall

submit the questions in writing to the Contact Person, identified on page one, no later than **seven (7) calendar days** prior to the closing date and time indicated for this solicitation.

L.13.1 An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

William Sharp
Contracting Officer
Office of Contracting and Procurement (OCP)
441 4th Street, N.W., Suite 700 S
Washington, D.C. 20001
Telephone Number: (202) 727-0252

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of Offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.21 The proposal should include a discussion to the following feasibility study topics:

L.21.1.1. Corporate experience:

- (a) The Offeror shall demonstrate successful prior experience in systems development and maintenance for at least one Federally certified State Child Support Enforcement System within the past three years;
- (b) the Offeror shall demonstrate experience with current federal child support regulations and child support performance measures.

L.21.1.2. Team qualifications :

- (a) The Offeror is proposing a team with demonstrated experience with the technical platform;
- (b) the Offeror is proposing a team with demonstrated experience with and knowledge of child support enforcement systems and regulations;
- (c) the Offeror is proposing a team with demonstrated technical writing and documentation skills;
- (d) the Offeror is proposing a team with demonstrated communication skills and training skills

L.21.1.3. Project management:

- (a) The Offeror is proposing one or more project managers with demonstrated experience with medium-to-large scale systems administration, especially for Federal and State functions, with experience with child support enforcement systems preferred; and

- (b) with demonstrated experience in coordinating system issues and requirements across multiple agencies and external stakeholders; and
- (c) strong leadership and communication skills.

L.21.1.4. Technical Approach:

- (a) The Offeror is presenting a description of the methodology to be used when writing Advanced Planning Documents for the Federal Office of Child Support Enforcement;
- (b) the Offeror is presenting a description of the methodology to be used when performing a technical analysis of alternative systems.

L.21.1.5. Location:

The Offeror is proposing a primary office located in the Washington, DC region to perform all duties of the contract.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specific below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria. Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The District reserves the right to use past performance information obtained not only from sources identified by the Offeror, but from other customers known to the District, advocacy organizations, and others who may have useful and relevant information.

M.2 EVALUATION FACTORS

M.2.1 TECHNICAL RATING FACTORS AND WEIGHTING (70 points maximum)

The technical rating criteria and weighting are as follows:

M.2.1.1. Corporate experience: (a) The Offeror has demonstrated successful prior experience in systems development and maintenance for at least one Federally certified State Child Support Enforcement System within the past three years; (b) the Offeror has demonstrated experience with current federal child support regulations and child support performance measures. **Weighting: 19% (19 points maximum)**

M.2.1.2. Team qualifications: (a) The Offeror has proposed a team with demonstrated experience with the technical platform; (b) the Offeror has proposed a team with demonstrated experience with and knowledge of child support enforcement systems and regulations; (c) the Offeror has proposed a team with demonstrated technical writing and documentation skills; (d) the Offeror has proposed a team with demonstrated communication skills and training skills **Weighting: 14% (14 points maximum)**

M.2.1.3. Project management: (a) The Offeror has proposed one or more project managers with demonstrated experience with medium-to-large scale systems administration, especially for Federal and State functions, with experience with child support enforcement systems preferred; and (b) with demonstrated experience in coordinating system issues and requirements across multiple agencies and

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external stakeholders; and (c) strong leadership and communication skills. **Weighting: 11% (11 points maximum)**

M.2.1.4. Technical Approach: (a) The Offeror has presented a description of the methodology to be used when writing Advanced Planning Documents for the Federal Office of Child Support Enforcement (b) the Offeror has also presented a description of the methodology to be used when performing a technical analysis of alternative systems.

Weighting: 12% (12 points maximum)

M.2.1.5. Location: The Offeror has proposed to have a primary office located in the Washington, DC region to perform all duties of the contract.

Weighting: 14% (14 points maximum)

M.3 PRICE FACTOR (30 points maximum)

The Offeror's total price for the base and option years will be converted to a price score as listed below. Price is less important than the combined weight of the technical factors listed above.

Lowest Price Proposal for base period + option years

Price of Proposal Being Evaluated for base period + option years X 30 = _____Score

M.4 PROPOSAL EVALUATION

The total evaluation score of a proposal shall be determined as described below:

The technical points and price points for each proposal will be converted to a score by applying the following formula:

Technical Score (70 points maximum) _____Points

+

Price Score (30 points maximum) _____Points

TOTAL POSSIBLE TECHNICAL AND PRICE POINTS 100 Points

MAXIMUM TOTAL POINTS 100 Points

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged,

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resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.5.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as

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applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points

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on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

References for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 **Vendor Submission for Preferences**

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional

information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.